

BOS No. Orig. # 23-315
Contract No. 5234
Cobblestone ID No. 1864

**FIRST AMENDMENT
(BOS AGREEMENT NO. ____ - ____)**

This First Amendment to Agreement No. 23-315 (“First Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and OLE Health, dba CommuniCare OLE (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about December 14, 2023, the Parties entered into Agreement No. 23-315 (“Agreement”); and

WHEREAS, on or about August 7, 2024, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, the Parties would now like to amend the Agreement to:

1. Revise **Section I.** of **Article 1.** to reflect the current term; and
2. Revise **Paragraph III.D.1.** of **Article 1** to add funding in the amount of \$137,499.28 in Fiscal Year (FY) 2023-24 for a new contract maximum of \$2,405,075.84; and
3. Revise **Paragraph III.D.2.** of **Article 1** to update the lifetime maximum; and
4. Revise **Paragraph III.B.** of **Article 2** to update County email addresses; and
5. Revise **Paragraphs XI.B.1.** and **XI.B.2.** of **Article 2** to update Specific County Authority language; and
6. Revise **Paragraph VI.F.** of **Article 9** to update County email addresses; and
7. Revise **Section IV.** of **Article 11** to update County email address; and
8. Revise **Paragraph IV.A.** of **Article 12** to update County email address; and
9. Revise **Paragraph III.A.3.** of **Article 15** to update County email address; and
10. Revise **Paragraph III.B.2.a.** of **Article 15** to update County email address; and
11. Revise **Paragraph III.B.3.** of **Article 15** to update County email address; and
12. Revise **Paragraph III.C.** of **Article 15** to update County addresses; and
13. Revise **Paragraph III.D.** of **Article 15** to update County addresses; and
14. Revise **Section III.** of **Article 17** to add marijuana restrictions; and
15. Revise **Paragraph III.B.2.** of **Exhibit B.1** to update County email address; and
16. Revise **Paragraph III.C.2.** of **Exhibit B.1** to update County email address; and
17. Revise **Paragraph IV.C.** of **Exhibit B.1** to update County email address; and
18. Revise **Exhibit B.2** to add rates for FY 2024-25; add a budget for Contingency Management; and rename sections and paragraphs; and
19. Revise **Paragraph 2(d)** of **Exhibit D** to update County Risk Manager contact; and update County email addresses; and
20. Revise **Exhibit E.** to update County email address.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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1. Section I. of Article 1. of the Agreement is hereby amended to read as follows:

I. TERM

The term of this Agreement shall be from **January 1, 2024 through June 30, 2025** unless sooner terminated as provided for in Article 2, Section VII. of this Agreement. At the County’s option, this Agreement may be extended for three (3) additional twelve (12) month periods and one (1) additional six (6) month period on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director or their designee (“Director”).

2. Paragraph III.D.1. of Article 1. of the Agreement is hereby amended to read as follows:

D.1. The maximum financial obligation of County under this Agreement for the term of this Agreement shall not exceed **TWO MILLION FOUR HUNDRED FIVE THOUSAND SEVENTY-FIVE DOLLARS AND EIGHTY- FOUR CENTS (\$2,405,075.84)** as follows:

Fiscal Year 2023-24 January 1, 2024 through June 30, 2024	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Total
\$917,344.84	\$1,487,731.00	\$2,405,075.84

These amounts are not guaranteed but shall be paid only for services rendered and received in conformance with this Agreement.

3. Paragraph III.D.2. of Article 1. of the Agreement is hereby amended to read as follows:

D.2. Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph I. above. In the event that the County elects to exercise an option, County shall notify the Contractor in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth below:

Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$1,559,691.12	Less than or equal to \$3,964,766.96
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$1,559,691.12	Less than or equal to \$5,524,458.08
OY/FY 2027-28	On or before June 30, 2028	Less than or equal to \$1,559,691.12	Less than or equal to \$7,084,149.20
6 months OY/FY 2028-29	On or before December 31, 2029	Less than or equal to \$779,845.56	Less than or equal to \$7,863,944.76

In no event shall the term of the Agreement extend beyond **December 31, 2028**, nor shall the total contract maximum exceed the amount of **SEVEN MILLION EIGHT HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED FORTY-FOUR DOLLARS AND SEVENTY- SIX CENTS (\$7,863,944.76)**, unless otherwise agreed to in writing by the parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

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4. Paragraph III.B. of Article 2 of the Agreement is hereby amended to read as follows:

B. In lieu of written notice to the above addresses, any Party may provide notices by email provided the following email addresses are used:

Contractor:

Alicia.Hardy@CommuniCareOLE.org

County:

Contracts Unit: HHSAContracts@yolocounty.gov

Contract Administrator: Julie.Freitas@Yolocounty.gov

5. Paragraphs XI.B.1. and XI.B.2 of Article 2 of the Agreement are hereby amended to read as follows:

1. Director's Authority: The Director may exercise optional extensions, if any, and execute related option notices in conformance with the conditions of Section III of Article 1. The Director may also issue any other general notices regarding the administration of this Agreement.
2. County Procurement Manager's Authority: The Yolo County Deputy Director/Manager of Procurement ("Procurement Manager") may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager's Authority, as prescribed in the then current Yolo County Procurement Policy. The Yolo County Procurement Manager may also issue termination notices in conformance with Section VII. of this Article.

6. Paragraph VI.F. of Article 9 of the Agreement is hereby amended to read as follows:

F. All disclosures required under this section shall be emailed to HHSABHCompliance@yolocounty.gov, HHSAQualityManagement@yolocounty.gov and the Contract Administrator listed in Article 2, Section III.B.

7. Section IV. of Article 11 of the Agreement is hereby amended to read as follows:

IV. Any requests for technical assistance by Contractor regarding any part of this Agreement shall be emailed to the Contract Administrator listed in Article 2, Section III.B and the HHSA Behavioral Health Quality Management team at HHSAQualityManagement@yolocounty.gov.

8. Paragraph IV.A. of Article 12 of the Agreement is hereby amended to read as follows:

A. Contractor shall submit audited financial reports from an independent Certified Public Accountant (CPA) firm on an annual basis to County due by June 30th. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. Audited financial reports shall be submitted via email to HHSABHClaims@yolocounty.gov.

9. Paragraph III.A.3. of Article 15 of the Agreement is hereby amended to read as follows:

3. Member information reports shall be submitted via email to HHSABHClaims@yolocounty.gov.

10. Paragraph III.B.2.a. of Article 15 of the Agreement is hereby amended to read as follows:

2. A Practitioner Information Report as shall include the following:

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a. Practitioner Enrollment Form: available on the Yolo County website, or by request to HHSAQualityManagement@yolocounty.gov;

11. Paragraph III.B.3. of Article 15 of the Agreement is hereby amended to read as follows:

3. The Practitioner Enrollment Form and any accompanying documentation must be submitted to Yolo County HHSA, Behavioral Health Quality Management before any payments for services can be issued. Reports may be faxed to the phone number listed on the practitioner enrollment form or submitted via email to HHSAQualityManagement@yolocounty.gov.

12. Paragraph III.C. of Article 15 of the Agreement is hereby amended to read as follows:

C. Annual Training Report

This report shall summarize all training provided to Contractor's staff and all outreach training performed by Contractor's staff. Due date: July 31, following the completion of a fiscal year. Submit electronically via email to HHSAQualityManagement@yolocounty.gov.

13. Paragraph III.D. of Article 15 of the Agreement is hereby amended to read as follows:

D. Equipment Report (See Article 2. Section XV.)

Due date: July 31, following the completion of a fiscal year. Submit electronically via email to HHSA-BHClaims@yolocounty.gov.

14. Section III. of Article 17 to the Agreement is hereby amended to read as follows:

III.A. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol [See HSC §§11999-11999.3]. By signing this Agreement, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

B. MARIJUANA RESTRICTION

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. §75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841(prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigation new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

15. Paragraph III.B.2. of Exhibit B.1 to the Agreement is hereby amended to read as follows:

2. If the Contractor does not have access to AVATAR, shall submit claims data with invoices in the format specified by the County to HHSA-BHClaims@yolocounty.gov.

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16. Paragraph III.C.2. of Exhibit B.1 to the Agreement is hereby amended to read as follows:

- 2. The codes are subject to change in accordance with changes in federal, state or County guidelines. Changes to the Yolo County DMC Code Workbook do not require an amendment to this Agreement and County may implement these changes upon written notice to the Contractor. To obtain a copy of the then current codes, please email HHSQA-QualityManagement@yolocounty.gov.

17. Paragraph IV.C. of Exhibit B.1 to the Agreement is hereby amended to read as follows:

- C. Invoices for payment may be submitted to County in an electronic format to HHSQA-BHClaims@yolocounty.gov. All invoices shall be submitted with any required supporting documentation accompanying the invoice. If an invoice or any of the supporting documents contains confidential member information, the invoice and supporting documentation must be encrypted for transmission.

18. Exhibit B.2 to the Agreement is hereby amended to read as attached.

19. Paragraph 2(d) of Exhibit D to the Agreement is hereby amended to read as follows:

(d) Report, as soon as reasonably practicable, and within twenty-four (24) hours for security incidents, as defined in Title 45 of the Code of Federal Regulations section 164.304, and within one (1) hour for breaches of unsecured PHI as defined by Title 45 of the Code of Federal Regulations to:

- i. Herbert Lester, County’s Interim Privacy Officer-Risk Manager/Safety Officer at Herbert.lester@yolocounty.gov, and
- ii. Lee Gerney, County’s Information Security Officer-Chief Technology Officer at lee.gerney@yolocounty.gov, and
- iii. Charles Egbert, HHSQA Privacy Officer at Charles.Egbert@yolocounty.gov, and
- iv. Katherine Barrett, HHSQA Behavioral Health Compliance Officer at HHSQA.BHCompliance@yolocounty.gov.

This report will include at least the following information:

- (i) the nature of the non-permitted or violating use or disclosure or Security Incident; and
- (ii) the PHI and EPHI used or disclosed.

This report does not relieve Business Associate of his/her/their continuing obligations under the underlying Agreement or any State or Federal reporting requirements.

20. Exhibit E to the Agreement is hereby revised to read as attached.

21. All attachments to this First Amendment are incorporated herein by this reference.

22. Except as specifically amended by this First Amendment the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

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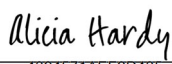
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IN WITNESS WHEREOF the Parties have executed this First Amendment as of the day and year last set forth below.

CONTRACTOR

COUNTY OF YOLO

Signed by:

Alicia Hardy, Chief Executive Officer
CommuniCare OLE

Lucas Frerichs, Chair
Board of Supervisors

Date: 10/14/2024

Date: _____

Signed by:

Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

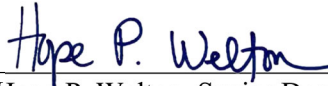
By 
Hope P. Welton, Senior Deputy

EXHIBIT B.2 – RATE SCHEDULE(S)/CONTRACT BUDGET(S)

I. Rates and Budgets, Effective January 1,2024 through June 30, 2024

A. Drug Medi-Cal Billable Services

SUD OUTPATIENT AND NTP COUNSELING RATES BY PROVIDER TYPE		PER HOUR	PER MINUTE
SUD	Physician’s Assistant	\$ 338.78	\$ 5.64
SUD	Nurse Practitioner	\$ 375.63	\$ 6.26
SUD	RN	\$ 306.82	\$ 5.11
SUD	Pharmacist	\$ 433.89	\$ 7.23
SUD	MD	\$ 604.49	\$ 10.07
SUD	Psychologist/Pre-licensed Psych	\$ 364.54	\$ 6.07
SUD	LPHA (MFT, LCSW, LPCC/Intern or waived LPHA)	\$268.81	\$4.48
SUD	Alcohol and Drug Counselor	\$ 202.19	\$ 3.36
SUD	Peer Recovery Specialist	\$ 186.36	\$ 3.10

Contractor may only be reimbursed for Drug Medi-Cal billable services under the rates specified in Section I above. By signing this Agreement, Contractor affirms that no costs for Drug Medi-Cal billable services are included in this Contract Budget, including any indirect costs

B. Budget

Recovery Incentives Coordinator		
	Cost Items	Fiscal Year 2023-24 January 1, 2024 through June 30, 2024
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$90,774.87
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$13,616.23
2	Operating	\$14,607.21
3	Contingency Management start-up cost	\$51,621
4	Total*	\$170,619.31

C. Access and Screening and SABG services to be billed at actual.

II. Rates and Budgets, Effective July 1, 2024

A. Drug Medi-Cal Billable Services

SUD OUTPATIENT AND NTP COUNSELING RATES BY PROVIDER TYPE		PER HOUR
SUD	Physician’s Assistant	\$438.00
SUD	Nurse Practitioner	\$529.00
Continued		

EXHIBIT B.2 – RATE SCHEDULE(S)/CONTRACT BUDGET(S)

SUD	RN	\$396.00
SUD	Pharmacist	\$467.00
SUD	MD	\$975.00
SUD	Psychologist/Pre-licensed Psych	\$392.00
SUD	LPHA (MFT, LCSW, LPCC/Intern or waived LPHA)	\$277.00
SUD	Alcohol and Drug Counselor	\$253.00
SUD	Peer Recovery Specialist	\$201.00
SUD	Licensed Vocational Nurse	\$202.00
SUD	Medical Assistant	\$143.00
SUD	LPT	\$178.53
SUD	Occupational Therapist	\$338.11

Contractor may only be reimbursed for Drug Medi-Cal billable services under the rates specified in Section I above. By signing this Agreement, Contractor affirms that no costs for Drug Medi-Cal billable services are included in this Contract Budget, including any indirect costs

B. Budget

Recovery Incentives Coordinator		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$52,490.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$7,873.50
2	Drug Testing Supplies	\$7,636.50
5	Total	\$68,000.00

C. Budget

Peer Advocate		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$40,868.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$6,130.20
2	Mileage Reimbursement	\$887.82
4	Total	\$47,886.02

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EXHIBIT B.2 – RATE SCHEDULE(S)/CONTRACT BUDGET(S)

D. Budget

Contingency Management		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$41,217.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$6,182.55
2	Drug Testing Supplies	\$9,071.36
4	Total	\$56,470.91

E. For billable services, Access and Screening and SABG Services are to be billed at actual rates. For non-billable services, staff time for access and screening is to be billed at cost.

III. Budgets for Optional Period(s) FY 2025-26; 2026-27 and 2027-28

A. Budget

Recovery Incentives Coordinator		
	Cost Items	Optional Period(s) July 1 st through June 30 th
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$52,490.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$7,873.50
2	Drug Testing Supplies	\$7,636.50
5	Total	\$68,000.00

B. Budget

Peer Advocate		
	Cost Items	Optional Period(s) July 1 st through June 30 th
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$40,868.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$6,130.20
2	Mileage Reimbursement	\$887.82
4	Total	\$47,886.02

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EXHIBIT B.2 – RATE SCHEDULE(S)/CONTRACT BUDGET(S)

C. Budget

Contingency Management		
	Cost Items	Optional Period(s) July 1st through June 30th
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$41,217.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$6,182.55
2	Drug Testing Supplies	\$9,071.36
4	Total	\$56,470.91

D. For billable services, Access and Screening and SABG Services are to be billed at actual rates. For non-billable services, staff time for access and screening is to be billed at cost.

[End of Exhibit B.2]

EXHIBIT E – PERFORMANCE MEASURES

SUD Adult	CommuniCare OLE	Shannon Garza Kevin Moses
Program Purpose	Decrease incidences of substance abuse, reduce incarceration, and improve the quality of life for members.	
Program Description	Outpatient, Intensive Outpatient, Care Coordination, Clinician Consultation, Recovery Services, and In-Person Screening and Referral to treatment, for any Yolo resident referred through an access point established by Yolo County or directly requesting services through the provider. Services can include individual and group counseling, drug testing, care coordination for level of care placement, linkage to other necessary services, oversight of complicated co-morbid or co-occurring member cases, and improved access to the substance use continuum of services.	
PM1: How much did we do?		
1.1	Bi-Annually Reported # of Members Demographics: 1. Age 2. Gender 3. Race/Ethnicity 4. Disability	
1.2	Bi-Annually Reported # of referrals/ coordination for other services and referral dispositions	
1.3	Bi-Annually Reported # of referrals/ coordination to/with other substance use disorder providers for continued care	
1.4	Bi-Annually Reported # of total members who completed their treatment episode	
PM2: How well did we do it?		
2.1	Bi-Annually Reported # of Members satisfied with services provided % of members satisfied with services provided (As collected by question #1-3 on the Consumer Perception Survey)(Results provided by County Quality Management Team) 1. I like the services that I received here 2. If I had other choices, I would still get services from this agency 3. I would recommend this agency to a friend or family member	
2.2	Annually Reported # of members satisfied with access and services provided based on Drug Medi-Cal Organized Delivery System (DMC-ODS) Treatment Perception Survey (TPS) % of members satisfied with access and services provided based on Drug Medi-Cal Organized Delivery System (DMC-ODS) Treatment Perception Survey (TPS). (As collected by TPS Survey – HHSA Reportable Data)	
2.3	Bi-Annually Reported Initiation Rate # of members who receive at least one (1) service (individual, group, collateral, or case management) within fourteen (14) days of a diagnosis being established by your facility. % of members who receive at least one (1) or more services (individual, group, collateral, or case management) within fourteen (14) days of a diagnosis being established by your facility.	

EXHIBIT E – PERFORMANCE MEASURES

2.4	<p>Bi-Annually Reported Engagement Rate # of members who receive at least two (2) or more services (individual, group, collateral, or case management) within thirty (30) days of a diagnosis being established by your facility. % of members who receive at least two (2) or more services (individual, group, collateral, or case management) within thirty (30) days of a diagnosis being established by your facility.</p>
2.5	<p>Bi-Annually Reported Retention Rate: # of members who stayed for a minimum of two weeks that completed their entire treatment episode % of members who stayed for a minimum of two weeks that completed their entire treatment episode.</p>
2.6	<p>Bi-Annually Reported # of members who were satisfied with access to services. % of members who were satisfied with access to services (As collected by question #4-8 on the Consumer Perception Survey)</p> <ol style="list-style-type: none"> 1. The location of service was convenient (parking, public transportation, distance etc.) 2. Staff were willing to see me as often as I felt it was necessary 3. Staff returned my calls within 24 hours 4. Services were available at times that were good for me 5. I was able to get all the services I thought I needed.
PM3: Is anyone better off?	
3.1	<p>Bi-Annually Reported # of members reporting a reduction in substance use at completion of the program, and % of members reporting a reduction in substance use at completion of the program</p>
3.2	<p>Bi-Annually Reported # of members reporting a reduction in days incarcerated while in treatment, compared to the previous 6 months % of members reporting a reduction in days incarcerated while in treatment, compared to the previous 6 months.</p>
3.3	<p>Bi-Annually Reported % reduction of days incarcerated during treatment (1- days incarcerated in treatment/days incarcerated 6 months prior to treatment)</p>

Performance Measures Reports are due Bi-Annually as follows:

Submit January 1st for the period of July 1st through December 31st

Submit July 30th for the period of January 1st through June 30th

Contractor shall submit the Performance Outcome Measures report electronically via email to Kerrie.Covert@yoloCounty.gov and Glenn.Johnson@yolocounty.gov and Julie.Freitas@yolocounty.gov

[END EXHIBIT E]